

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 14 OF 2018

BETWEEN:

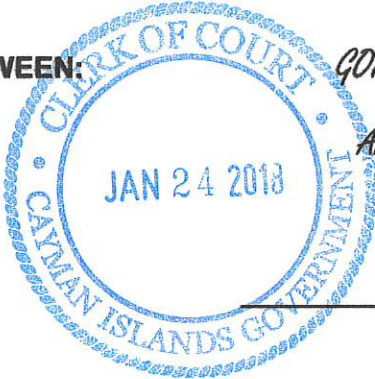
GONZALES INVESTMENTS LIMITED

Plaintiff

AND:

ANGELA BRYAN

Defendant



PLAINT

To the Defendant



ANGELA BRYAN
c/o Edie Decor
George Town
Grand Cayman
Cayman Islands

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defense** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defense, the Plaintiff may apply for a **default Judgment** without any further notice to you.

24
Issued this day of 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

- 1 From May 1 2010 the Defendant and her husband rented an apartment from the Plaintiff at \$850.00p.m.
- 2 In July of the said year the defendant started falling behind on the rent citing various excuse why they could not pay the full amount of the rent or the total amount due that month. The Plaintiff continued to try and work with them with a verbal agreement that they would pay the arrears.
- 3 This continued until the passing of the Plaintiff husband in September 2016.The Defendant asked the Plaintiff if she could remain in the apartment and she would pay all the arrears and the Plaintiff agreed.
- 4 To make good on the Defendant agreement to the Plaintiff, the Defendant paid \$1,000.00 in October 2016 \$1,000.00 in December 2016 and \$850 in January 2017.
- 5 The Plaintiff stopped receiving payments and reached out to the Defendant on several occasions about payment for the rent to which the Defendant stated that she would pay everything off as soon as she received her husband pension.
- 6 After 3 months had passed without any payment, the Plaintiff went to the Defendant apartment only to discover the Defendant had left the premise. The Plaintiff contacted the Defendant by phone and various promises was made by the Defendant that she would pay, however that did not take place.
- 7 The Plaintiff hired a debt collector to retrieve the said monies from the Defendant. The debt Collector spoke to the Defendant who informed him that her husband is dead and the bills are dead with him. The Defendant was informed that the outstanding rent was stilled owed and had to be paid.
- 8 The Defendant asked the Debt collector for one week to speak to the Plaintiff to see if he could reduce the said bill.
- 9 The Defendant was given 9 weeks to contact the plaintiff to which she did not. A demand letter was hand delivered to the defendant On January 8 2018 outlining the fact that she had owed the \$13,669.66. for rent and \$200.00 fee for the collectors.
- 10 On January 11 2018 The Plaintiff received a letter via email from the Defendant Attorney Murray and WesterBorg stating the his client (the Defendant) was willing to agree that she owed \$4,000.00 nd would pay \$100.00 per month
- 11 A letter was sent back to the Defendant attorney on behalf of the Plaintiff that this was unacceptable, however the plaintiff would be willing to work with the Defendantif the \$13,669.66 was paid with no less than \$250.00 per month and this would have to be agreed upon by Wednesday 24 January 2018, as such no one responded.
- 12 As of Thursday January 25 2018 the Plaintiff claims that the defendant owes \$13,669.66 plus the simple interest of 0.05% \$2,555.00 for 365 day

AND the Plaintiff claims:

- (1) The sum of \$13,669.66
- (2) Interest as stated in Para 12 \$2,555.00
- (3) Fixed costs of \$150.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (4) Total sum \$16,524.66



Plaintiff's Signature

Gonzales Investments
P.O. Box 1145
Grand Cayman KY1-1101
Cayman Islands

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 20__

BETWEEN:

GONZALES INVESTMENTS LIMITED

Plaintiff

AND:

ANGELA BRYAN

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*ANGELA BRYAN
c/o Edie Decon
GEORGE TOWN
Grand Cayman
Cayman Islands*

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

ANGELA BRYAN

Defendant's Signature

DATED this day of , 2018

See Overleaf